

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000008897
Cargill Inc
24950 Country Club Blvd Ste 450
N Olmstead OH 44070
USA

Contract ID 0000000000000000000013517		Page 1 of 3
Contract Dates 07/01/2008 to 06/30/2009		Origin T40
Description: ROAD SALT DISTRICT 9		Contract Maximum \$9,999,999.00
Buyer Name Sellears, Stuart	Buyer Phone 828-2217	Contract Status Approved

Phone #: 916-786-3800

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9331	ROAD MAINTENANCE SALT/DISTRICT #9: BULK, FOR DE-ICING PAVEMENT AND OTHER WINTER MAINTENANCE ACTIVITIES. TYPE I, GRADE 1, TO COMPLY WITH AASHTO M 143, EXCEPT THAT MOISTURE CONTENT SHALL NOT EXCEED 1% AT POINT OF DELIVERY	TON	65.97000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR ROAD SALT FOR DISTRICT 9 ISSUED JUNE 13, 2008 AND VENDOR'S RESPONSE DATED JUNE 26, 2008.

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

SCOPE OF CONTRACT: ROAD SALT DISTRICT 9

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL ONE-YEAR TERM ENDING JUNE 30, 2009 WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR TERMS. PRICES SHALL REMAIN FIRM THROUGH JUNE 30, 2009 EXCEPT FOR FUEL PRICE ADJUSTMENTS.

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY

SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.						

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD	REPORT DUE
JANUARY 1 - MARCH 31	APRIL 15
APRIL 1 - JUNE 30	JULY 15
JULY 1 - SEPTEMBER 30	OCTOBER 15
OCTOBER 1 - DECEMBER 31	JANUARY 15

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
STUART SELLEARS, SENIOR PURCHASING AGENT
802-828-2217; FAX 802-828-2222
stuart.sellears@state.vt.us

FUEL PRICE ADJUSTMENT: BASE PRICE SHALL BE FIRM OTHER THAN DECREASE OR INCREASE MONTHLY (NOVEMBER TO JUNE) RELATED TO FUEL COST AND IS BASED ON THE POSTED PRICE OF DIESEL FUEL FROM THE US DOE WEEKLY RETAIL ON-HIGHWAY PRICE PUBLICATION FOR PADD 1A NEW ENGLAND REGION [HTTP://TONTON.EIA.DOE.GOV/OOG/INFO/WHOHP/DIESEL.ASP](http://TONTON.EIA.DOE.GOV/OOG/INFO/WHOHP/DIESEL.ASP) ADJUSTMENT IS THE DIFFERENCE BETWEEN THE PRICE JULY 1 2008 AND THE PRICE PUBLISHED ON THE FIRST MONDAY OF EACH MONTH AND EFFECTIVE THE FOLLOWING MONDAY, ADJUSTED PRICE IS POSTED AT [HTTP://WWW.BGS.STATE.VT.US/PCA/SALT/](http://WWW.BGS.STATE.VT.US/PCA/SALT/)

PENALTIES: SALT MAY BE REJECTED IF IT FAILS TO CONFORM TO ANY OF THE REQUIREMENTS OF THE SPECIFICATION DELIVERIES THAT ARE ACCEPTED THAT DO NOT CONFORM TO REQUIREMENTS FOR MOISTURE CONTENT AND /OR GRADATION ARE SUBJECT TO PENALTIES STATED IN THE CONDITIONS AND SPECIFICATIONS.

DEFERRED PAYMENT FOR SPRING FILL-UP: THE STATE OF VERMONT RESERVES THE RIGHT TO MAKE PAYMENTS AFTER JULY 1, 2009 FOR DELIVERIES USED TO FILL STORAGE SHEDS IN THE SPRING MONTHS. DATE OF DEFERRED PAYMENT WILL BE DETERMINED BY THE CONTRACTOR AND THE PURCHASING AGENT IN LATE WINTER.

CONTACT FOR ORDERING/EXPEDITING:
CUSTOMER SOLUTIONS
TOLL-FREE (800) 600-7258
FAX (800) 467-3409 OR (440) 716-0763
ALISON_MARINCEK@CARGILL.COM

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: _____

Signature: _____

Name: _____

Title: _____

Email: _____

By the CONTRACTOR

Date: _____

Signature: _____

Name : _____

Title: _____

Email: _____